

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wholesome & Hearty Foods Company		03/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GB Retail Funding, LLC
Street Address:	40 Broad Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2782906	EAT POSITIVE
Registration Number:	2191566	EATING GOOD JUST GOT GREAT
Registration Number:	1409666	GARDENBURGER
Registration Number:	2103545	GARDENBURGER
Registration Number:	2103410	GARDENBURGER
Registration Number:	2250585	GARDENBURGER FIRE ROASTED VEGETABLE
Registration Number:	2457162	GARDENBURGER FLAME GRILLED
Registration Number:	2433717	GARDENBURGER HAMBURGER CLASSIC
Registration Number:	2409330	GARDENBURGER SANTA FE
Registration Number:	2145861	GARDENBURGER VEGGIE MEDLEY
Registration Number:	2431878	GARDENBURGER VEGGIE VEGAN
Registration Number:	2608349	GARDENCHEF PAUL WENNER
Registration Number:	1987820	GARDENSAUSAGE

TRADEMARK

REEL: 003303 FRAME: 0421

900048313

CH \$490.00 2782906

Registration Number:	2182470	GARDENVEGAN
Registration Number:	2214768	HAMBURGER STYLE GARDENBURGER
Registration Number:	2400907	LIFEBURGER
Registration Number:	2402720	SANTA FE GARDENBURGER
Registration Number:	2376185	TAYBURN
Registration Number:	2348813	THE ORIGINAL GARDENBURGER

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-415-1555
 Email: mail@specializedpatent.com
 Correspondent Name: Christopher E. Kondracki
 Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
 Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	6040182 TM
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	05/05/2006

Total Attachments: 27

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 30th day of March, 2006, by and among:

WHOLESOME & HEARTY FOODS COMPANY, a Delaware corporation having a place of business at 15615 Alton Parkway, Suite 350, Irvine, California 92618 (the "Grantor"); and

GB RETAIL FUNDING, LLC, a Delaware limited liability company having a place of business at 40 Broad Street, Boston, Massachusetts 02109, as lender (the "Lender").

In consideration of the mutual covenants contained herein and benefits to be derived herefrom, the parties hereto agree as follows:

WITNESSETH:

WHEREAS, Gardenburger, Inc., an Oregon corporation, ("Gardenburger") entered into a certain Credit and Security Agreement dated as of November 22, 2005 (the "Existing Agreement") between Gardenburger as borrower thereunder and the Lender pursuant to which Gardenburger granted the Lender, a security interest in the "Collateral" as defined in the Existing Agreement; and

WHEREAS, Gardenburger and the Lender entered into a certain Intellectual Property Security Agreement dated as of November 22, 2005 (the "Existing IP Agreement") supplemental of, and in addition to, the rights of the Lender in and to all other Collateral granted to the Lender to secure the payment and performance of the obligations of Gardenburger under the Existing Agreement; and

WHEREAS, Gardenburger filed a Plan of Reorganization pursuant to which Gardenburger shall merge into the Grantor upon the bankruptcy court's confirmation; and

WHEREAS, the Grantor entered into a certain Amended and Restated Credit and Security Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "Credit Agreement") between the Grantor and the Lender, and pursuant to which Credit Agreement the Lender has agreed to make a Term Advance to the Grantor, pursuant to, and upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, the obligation of the Lender to make the Term Advance is conditioned upon, among other things, the execution and delivery by the Grantor of an agreement in the form hereof to secure the Obligations (as defined herein); and

WHEREAS, the Grantor and the Lender desire to amend and restate the Existing Intellectual Property Security Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Lender hereby agree as follows:

SECTION 1

Definitions

1.1 **Generally.** All references to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9, and provided further that if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral (as defined herein) or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 **Definition of Certain Terms Used Herein.** Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. As used herein, the following terms shall have the following meanings:

(a) **"Copyrights"** shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on Exhibit A annexed hereto and made a part hereof, together with all registrations and recordings thereof and all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(b) **"Copyright Licenses"** shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Copyright, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

(c) "Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

(d) "Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(e) "Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

(f) "IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

(g) "Licenses" shall mean, collectively, the Copyright Licenses, the Patent Licenses and the Trademark Licenses and shall include, without limitation, the License Agreements.

(h) "Obligations" shall mean the "Obligations" as defined in the Credit Agreement.

(i) "Patents" shall mean all letters patent and applications for letters patent of the Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on Exhibit B annexed hereto and made a part hereof.

(j) "Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on Exhibit B annexed hereto and made a part hereof.

(k) "PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

(l) "Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantor, whether registered or unregistered, including, without limitation, the trademarks listed on Exhibit C annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(m) "Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, the agreements listed on Exhibit C annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in [Section 1.02] of the Credit Agreement shall be applicable to this Agreement.

SECTION 2

Security Interest

In furtherance and as confirmation of the Security Interest (as defined in the Credit Agreement) granted by the Grantor to the Lender under the Credit Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby ratifies such Security Interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

SECTION 3

Protection of Intellectual Property By Grantor

Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

3.1 Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

3.2 Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

3.3 At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

3.4 At the Grantor's sole cost, expense, and risk, take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no material adverse effect would result therefrom, the Grantor shall not have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

SECTION 4

Grantor's Representations and Warranties

In addition to any representations and warranties contained in any other Loan Documents, the Grantor represents and warrants that:

4.1 Exhibit A is a true, correct and complete list of all Copyrights and Copyright Licenses owned by the Grantor as of the date hereof.

4.2 Exhibit B is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantor as of the date hereof.

4.3 Exhibit C is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantor as of the date hereof.

4.4 Except as set forth in Exhibits A, B and C, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which the Grantor is the licensor or franchisor.

4.5 All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Liens in favor of the Lender and Liens permitted by [Section 6.3] of the Credit Agreement.

4.6 The Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by the Grantor of any of the Intellectual Property owned by the Grantor or the validity or effectiveness of any of the Intellectual Property owned by the Grantor, nor does the Grantor know of any valid basis for any such claim, except as otherwise set forth in the Credit Agreement. To the knowledge of the Grantor, the use by the Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or the Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a material effect on the business or the property of the Grantor.

4.7 The Grantor shall give the Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(a) The Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(b) The Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(c) The Grantor's entering into any new Licenses.

(d) The Grantor's knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or the Grantor's right to register the same or to own and maintain the same.

SECTION 5

Agreement Applies to Future Intellectual Property

5.1 The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (a), (b) and (c) of Section 4.7, above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

5.2 Upon the reasonable request of the Lender, the Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may request to evidence the Lender's security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of the Grantor relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantor hereby constitutes the Lender as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6

Grantor's Rights To Enforce Intellectual Property

Prior to the Lender's giving of notice to the Grantor (i) following the occurrence of an Event of Default or (ii) pursuant to Section 6.1 below, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

6.1 The Grantor shall provide the Lender with prior written notice of the Grantor's intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Lender, the Grantor has failed to take appropriate action within sixty (60) days after such notice is given to Lender, upon notice to the Grantor, the Lender may (but shall not be required to) itself take such action in the name of the Grantor, with any damages recovered in such action, net of costs and attorneys' fees reasonably incurred, to be applied as provided in the Credit Agreement.

6.2 Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

6.3 Following the occurrence of any Event of Default, the Lender, by notice to the Grantor may terminate or limit the Grantor's rights under this Section 6.

SECTION 7

Lender's Actions To Protect Intellectual Property

In the event of:

- (a) the Grantor's failure, within five (5) days of written notice from the Lender, to cure any failure by the Grantor to observe or perform any of the Grantor's covenants, agreements or other obligations hereunder; and/or
- (b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Lender's own right in connection therewith.

SECTION 8

Rights Upon Default

Upon the occurrence of any Event of Default, in addition to all other rights and remedies of the Lender set forth in the other Loan Documents, the Lender shall be entitled to exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property in any manner, in whole or in part, as the Lender may determine from time to time in its discretion. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

SECTION 9

Lender As Attorney In Fact

9.1 The Grantor hereby irrevocably constitutes and designates the Lender as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

- (a) To supplement and amend from time to time Exhibits A, B and C of this Agreement to include any new or additional Intellectual Property of the Grantor.
- (b) To exercise any of the rights and powers of the Lender referenced herein.
- (c) To execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

9.2 The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.

9.3 The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.1, but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or willful misconduct.

SECTION 10

Lender's Rights

Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and under the Credit Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11

Intent

This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Lender under the Credit Agreement. All provisions of the Credit Agreement shall apply to the IP Collateral. The Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Credit Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Credit Agreement with respect to all other Collateral.

SECTION 12

Further Assurances

Grantor will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any applicable law, or which the Lender may reasonably request, to grant, preserve, protect or perfect the Lien created or intended to be created hereby or the validity or priority of such Lien, all at the expense of Grantor. The Grantor also agrees to provide to the Lender, from time to time upon request, evidence reasonably satisfactory to the Lender as to the perfection and priority of the Lien created or intended to be created hereby.

SECTION 13

Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTOR:

WHOLESOME & HEARTY FOODS COMPANY

By: [Signature]
Name: Susan C. Wallace
Title: President & CEO

LENDER:

GB RETAIL FUNDING, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTOR:

WHOLESOME & HEARTY FOODS COMPANY

By: _____
Name: _____
Title: _____

LENDER:

GB RETAIL FUNDING, LLC

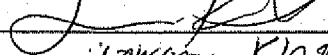
By:  _____
Name: L. W. K. K. K. _____
Title: MD _____

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

<u>Title</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
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None

Copyright Licenses

None

EXHIBIT B

List of Patents and Patent Licenses

Patents and Patent Applications

<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>
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None

Patent Licenses

None

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications/Trademark Licenses

(see attached)

936962.2

Tuesday, March 28, 2006

Trademark List by Country

Page: 1

Country: Argentina

Case Number/SubCase
Trademark

Application

Publication
Number/Date

Registration
Number/Date

Status
Number/Date

Next Renewal

GARDENBURGER

129434-0510/

2,048,584
12-Sep-1996

1,748,665
17-Aug-1999

Registered
16-Aug-2009

Class(es): 029 Nat.

Agent Name: Marval, O'Farrell & Mairal

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Country: Australia

GARDENBURGER

129434-0511/

617802
06-Dec-1993

617802
23-Jan-1995

Registered
06-Dec-2010

Class(es): 029 Nat.

Agent Name: Davies Collision Cave

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Country: Benelux

GARDENBURGER (Stylized/Curved)

129434-0527/

075120
04-Mar-1993

528415
04-Mar-1993

Registered
04-Mar-2013

Class(es): 029 Nat.

Agent Name: N.V. Neherlansch Oetrouw

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Country: Brazil

GARDENBURGER

129434-0512/

820762270
21-May-1998

820762270
31-Oct-2000

Registered
30-Oct-2010

Class(es): 029 Nat.

Agent Name: Daniel & Cia

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR
Agent Ref: M-272.16
Client Ref: 14703-0032

Opposition against GARDENBURGER & Device

129434-0551/

820182117
01-Nov-1999

Pending

Class(es): 38,60 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR
Agent Ref:
Client Ref: 14637-0055

Country: Canada

GARDENBURGER

129434-0513/

739,701
22-Oct-1993

451,483
08-Dec-1995

Registered
08-Dec-2010

Class(es):

Agent Name: Oyen Wiggs Green & Mutala

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref: S787 0005

Client Ref: 14703-0032

GARDENBURGER FIRE ROASTED VEGETABLE

129434-0531/

886,417
04-Aug-1998

549,340
06-Aug-2001

Registered
06-Aug-2016

Class(es):

Agent Name: Oyen Wiggs Green & Mutala

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref: S787 0006

Client Ref: 14703-0036

GARDENBURGER HAMBURGER STYLE

129434-0535/

886,415
04-Aug-1988

549,341
06-Aug-2001

Registered
06-Aug-2016

Class(es):

Agent Name: Oyen Wiggs Green & Mutala

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref: S787 0007

Client Ref: 14703-0033

GARDENBURGER VEGGIE MEDLEY

129434-0539/

826,492
21-Oct-1996

512,872
15-Jul-1999

Registered
15-Jul-2014

Class(es):

Agent Name: Oyen Wiggs Green & Mutala

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref: S787 0001

Client Ref: 14703-0039

GARDENBURGER ZESTY BEAN

129434-0542/

826,493
21-Oct-1996

512,871
15-Jul-1999

Registered
15-Jul-2014

Class(es):

Agent Name: Oyen Wiggs Green & Mutala

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref: S787 0002

Client Ref: 14703-0047

GARDENSAUSAGE

129434-0544/

739,700
22-Oct-1993

- 484,665

Registered
27-Oct-2012

Class(es):

Agent Name: Oyen Wiggs Green & Mutala

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref: S787 0003

Client Ref: 14703-0045

WHOLE SOME AND HEARTY & Design

129434-0556/

739,712
22-Oct-1993

464,798

Registered
25-Oct-2011

Class(es):

Agent Name: Oyen Wiggs Green & Mutala

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref: S787 0004

Client Ref: 14703-0049

Country: China (Peoples Republic)

GARDENBURGER

129434-0514/

960112688
09-Oct-1996

1134925

Registered
13-Dec-2007

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0032

Country: Colombia

GARDEN

129434-0506/

98067256
13-Nov-1998

235562

Registered
03-May-2011

Class(es): 29 Int.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0054

GARDENBURGER

129434-0515/

97/041,592
13-Nov-1998

222,614

Registered
10-Nov-2009

Class(es): 029 Nat.

Agent Name: Caveiler

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0032

GARDENBURGER & DESIGN (Garden)

129434-0525/

96.012.218

189639

Registered
24-Sep-2006

Class(es): 029 Nat.

Agent Name: Cavelier

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0028

Country: France

GARDENBURGER (Stylized/Curved)

129434-0528/

92.413.599

92.413.599

Registered
03-Apr-2012

Class(es): 029 Nat., 030 Nat., 042 Nat., 043 Nat., 044 Nat.

Agent Name: Rimuy, Santarelli

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0030

GARDENBURGER VEGETARIAN PRODUCTS (Stylized)

129434-0538/

92.414.200

92.414.200

Registered
08-Apr-2012

Class(es): 029 Nat., 030 Nat., 042 Nat.

Agent Name: Rimuy, Santarelli

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0040

Country: Germany

GARDENBURGER

129434-0516/

W45 344/29Wz

2 093 593

Registered
16-Dec-2013

Class(es): 029 Nat.

Agent Name: Hofstetter, Schurack & Skora

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref: 23052/31.12.200

Client Ref: 14703-0032

Country: Japan

GARDENBURGER

129434-0517/

102,444/1996

4344076

Registered
17-Dec-2009

Class(es): 029 Nat.

Agent Name: Sugimura Int'l P & T Agency

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0032

Country: Korea, Republic of

GARDENBURGER

129434-0558/

2005-22344
18-May-2005

Pending

Class(es): 29 Int.

Agent Name: NAM & NAM

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref: TM-28913/KSL

Client Ref:

Country: Mexico

GARDEN BURGER

129434-0508/

223974
08-Feb-1995

Registered
08-Feb-2015

Class(es): 29 Int.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0050

GARDEN VEGGIE PATTIES

129434-0509/

335,882
11-Jun-1998

Registered
11-Jun-2008

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0021

GARDENBURGER

129434-0518/

224,654
16-Feb-1995

Registered
16-Feb-2015

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0032

Country: Norway

GARDENBURGER

129434-0519/

1997,9150
03-Nov-1997

Registered
20-Aug-2008

Class(es): 029 Nat.

Agent Name: Bryn Aarflot A.S.

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

28-Sep-1998

192,224
20-Aug-1998

Attorney(s): MAR
Agent Ref:
Client Ref: 14703-0032

Country: Philippines

GARDENBURGER

129434-0520/

113726

07-Feb-1997

26-Oct-1999

41996113726

04-Sep-2000

Registered
04-Sep-2020

Class(es): 029 Nat.

Agent Name: Manuel C. Cases, Jr. & Assoc.

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref: 91597 TM/US

Client Ref: 14703-0032

Country: Switzerland

GARDEN

129434-0507/

458,660

10-Aug-1998

11-Mar-1999

458,660

10-Feb-1999

Registered
10-Aug-2008

Class(es): 029 Nat.

Agent Name: Kirker & Cie, TM Attorneys Ltd

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref: JFL/ELD11968

Client Ref: 14703-0054

GARDENBURGER

129434-0521/

1923/1994.0

17-Mar-1994

420,474

17-Mar-1994

Registered
17-Mar-2014

Class(es): 029 Nat.

Agent Name: Kirker & Cie, TM Attorneys Ltd

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0032

Country: Taiwan

GARDENBURGER

129434-0522/

90003941

12-Feb-2001

16-Sep-2001

977,866

16-Dec-2001

Registered
15-Dec-2011

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0032

Country: United Kingdom

GARDENBURGER

129434-0523/

1355671

1355671

23-Aug-1988

Registered
23-Aug-2015

Class(es): 029 Nat.

Agent Name: Wilson Gunn

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0032

GARDENBURGER VEGGIE MEDLEY

129434-0560/

Class(es): 29 Int.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

2116300
21-Nov-1986

Attorney(s): MAR

Agent Ref:

Client Ref:

Registered
21-Nov-2006

GARDENBURGER ZESTY BEAN

129434-0562/

Class(es): 29 Int.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

2116299

21-Nov-1986

Attorney(s): MAR

Agent Ref:

Client Ref:

Registered
21-Nov-2006

WHOLESOME & HEARTY FOODS INC.

129434-0559/

Class(es): 29 Int.

Agent Name:

Client: Gardenburger, Inc.

Owner:

2116301

21-Nov-1986

Attorney(s): MAR

Agent Ref:

Client Ref:

Registered
21-Nov-2006

Country: United States of America

EAT POSITIVE

129434-0503/

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

76/397,857
18-Apr-2002

2,782,906

11-Nov-2003

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0024

Registered
11-Nov-2013

EATING GOOD JUST GOT GREAT

129434-0504/

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

75/298,680
27-May-1997

2,191,566

22-Sep-1998

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0023

Registered
22-Sep-2008

GARDENBURGER

129434-0524/

73/578,285
17-Jan-1986

1,409,666

16-Sep-1986

Registered
16-Sep-2006

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0032

GARDENBURGER (Stake Design)

129434-0526/

75/194,220
06-Nov-1996

2,103,545

07-Oct-1997

Registered
07-Oct-2007

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0027

GARDENBURGER (Stylized/Straight)

129434-0529/

75/183,493
17-Oct-1996

2,103,410

07-Oct-1997

Registered
07-Oct-2007

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0029

GARDENBURGER FIRE ROASTED VEGETABLE

129434-0532/

75/427,576
02-Feb-1998

2,250,585

01-Jun-1999

Registered
01-Jun-2009

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0036

GARDENBURGER FLAME GRILLED

129434-0533/

76/020,349
07-Apr-2000

2,457,162

05-Jun-2001

Registered
05-Jun-2011

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0035

GARDENBURGER HAMBURGER CLASSIC

129434-0534/

78/005,808
26-Apr-2000

12-Dec-2000

2,433,717
06-Mar-2001

Registered
06-Mar-2011

Class(es): 029 Nat.

Attorney(s): MAR

Agent Ref:
Client Ref: 14703-0034

Client Name: Gardenburger, Inc.
Owner: Gardenburger, Inc.

GARDENBURGER SANTA FE

129434-0536/

75/608,051
18-Dec-1998

2,409,330
28-Nov-2000

Registered
28-Nov-2010

Class(es): 029 Nat.

Attorney(s): MAR

Agent Ref:
Client Ref: 14703-0042

Client Name: Gardenburger, Inc.
Owner: Gardenburger, Inc.

GARDENBURGER VEGGIE MEDLEY

129434-0540/

75/164,888
11-Sep-1996

2,145,861
24-Mar-1998

Registered
24-Mar-2008

Class(es): 029 Nat.

Attorney(s): MAR

Agent Ref:
Client Ref: 14703-0039

Client Name: Gardenburger, Inc.
Owner: Gardenburger, Inc.

GARDENBURGER VEGGIE VEGAN

129434-0541/

78/009,504
23-May-2000

2,431,878
27-Feb-2001

Registered
27-Feb-2011

Class(es): 029 Nat.

Attorney(s): MAR

Agent Ref:
Client Ref: 14703-0038

Client Name: Gardenburger, Inc.
Owner: Gardenburger, Inc.

GARDENCHIEF PAUL WENNER

129434-0543/

75/183,492
17-Oct-1996

2,608,349
20-Aug-2002

Registered
20-Aug-2012

Class(es): 029 Nat.

Attorney(s): MAR

Agent Ref:
Client Ref: 14703-0046

Client Name: Gardenburger, Inc.
Owner: Gardenburger, Inc.

GARDENSAUSAGE

129434-0545/

74/403,771

1,987,820

17-Jun-1993

23-Jul-1996

Registered
23-Jul-2006

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0045

GARDENVEGAN

129434-0546/

75/345,104

2,182,470

22-Aug-1997

18-Aug-1998

Registered
18-Aug-2008

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0043

HAMBURGER STYLE GARDENBURGER

129434-0547/

75/439,758

2,214,768

24-Feb-1998

29-Dec-1998

Registered
29-Dec-2008

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0018

LIFEBURGER

129434-0549/

75/657,069

2,400,907

10-Mar-1999

Registered
31-Oct-2010

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0016

SANTA FE GARDENBURGER

129434-0552/

75/608,052

2,402,720

18-Dec-1998

Registered
07-Nov-2010

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR

Agent Ref:

Client Ref: 14703-0012

TAYBURN

129434-0554/

75/702,476
11-May-1999

2,376,185

08-Aug-2000

Registered
08-Aug-2010

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR
Agent Ref:
Client Ref: 14703-0020

THE ORIGINAL GARDENBURGER

129434-0555/

75/774,537
12-Aug-1999

2,348,813

09-May-2000

Registered
09-May-2010

Class(es): 029 Nat.

Agent Name:

Client: Gardenburger, Inc.

Owner: Gardenburger, Inc.

Attorney(s): MAR
Agent Ref:
Client Ref: 14703-0019

WHOLE SOME & HEARTY FOODS COMPANY

TRADEMARKS

<u>Marks</u>	<u>Registration Number</u>
Eat Positive	2,782,906
Eating Good Just Got Great	2,191,566
Gardenburger	1,409,666
Gardenburger (Stake Design)	2,103,545
Gardenburger (Stylized/Straight)	2,103,410
Gardenburger Fire Roasted Vegetable	2,250,585
Gardenburger Flame Grilled	2,457,162
Gardenburger Hamburger Classic	2,433,717
Gardenburger Santa Fe	2,409,330
Gardenburger Veggie Medley	2,145,861
Gardenburger Veggie Vegan	2,431,878
Gardenchef Paul Wenner	2,608,349
Gardensausage	1,987,820
Gardenvegan	2,182,470
Hamburger Style Gardenburger	2,214,768
Lifeburger	2,400,907
Santa Fe Gardenburger	2,402,720
Taybum	2,376,185
The Original Gardenburger	2,348,813

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